

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY No. 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

NOTICE OF MOTION AND MOTION FOR ORDER APPROVING SETTLEMENT AGREEMENT

TO: All parties and other entities specified in Local Rule 9013-3.

1. Randall L. Seaver, trustee in the above matter moves the Court for the relief requested below and gives notice of hearing.

2. The Court will hold a hearing on this motion at 2:00 p.m. on April 7, 2010, in Courtroom 8 West, U.S. Bankruptcy Court, 300 South Fourth Street, Minneapolis, MN 55415.

3. Any response to this motion must be filed and served by delivery not later than April 2, 2010 which is five days before the time set for the hearing (including Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. The petition commencing this case was filed on June 4, 2009. The case is now pending in this court. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. This motion arises under Bankruptcy Rule 9019. This motion is filed under Fed.R.Bankr.P. 9014 and Local Rule 5005-1.

5. Randall L. Seaver is the duly appointed Chapter 7 trustee in the above case, which was commenced by the filing of a voluntary Chapter 7 petition on June 4, 2009. The time for the trustee to file a complaint under 11 U.S.C. §727 was extended, by Stipulation and court order, to

January 15, 2010. On January 13, 2010, the trustee filed a complaint commencing ADV No. 10-5003 (“**§727 complaint**”) objecting to the debtor’s discharge. By Stipulation and Court order, the time for the debtor to respond to the §727 complaint was extended through March 15, 2010. On February 24, 2010, the trustee filed an amended complaint in ADV No. 10-5003 which, in addition to seeking a denial of the debtor’s discharge, sought an order requiring the debtor to turnover watches to the trustee.

6. The trustee has obtained a judgment in ADV No. 10-5004 against Christi Rowan which judgment, among other things, provided for recovery and turnover of a Harrison dog to the trustee.

7. The trustee and the debtor have agreed to settle ADV No. 10-5003 on the terms set forth in the Settlement Agreement attached hereto as Exhibit A. The primary terms of the agreement are as follows:

- a. The debtor consents to entry of order denying his discharge, in the form attached to the Settlement Agreement as Exhibit A.
- b. The portion of the amended complaint seeking turnover of watches will be dismissed without prejudice.¹
- c. The trustee will transfer to Christi Rowan all of the estate’s interest in the Harrison dog.

8. The trustee believes the above terms to be reasonable and in the best interests of the estate.

¹ The Trustee will dismiss the entire adversary matter without prejudice.

WHEREFORE, the trustee requests an order of the court:

1. Authorizing the trustee to enter into a Settlement Agreement with Dennis E. Hecker in substantially the form attached hereto as Exhibit A.
2. Authorizing the trustee to sign such documents as are necessary to implement the terms of the settlement agreement.
3. For such other and further relief as the court deems just and equitable.

**LEONARD, O'BRIEN, SPENCER,
GALE & SAYRE, LTD.**

/e/ Matthew R. Burton

Dated: March 12, 2010

By: _____
Matthew R. Burton
100 South Fifth Street, Suite 2500
Minneapolis, MN 55402
(612) 332-1030

Attorneys for Randall L. Seaver, Trustee

VERIFICATION

I, Randall L. Seaver, Trustee for the above bankruptcy estate, the moving party named in the foregoing Notice of Motion and Motion, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on March 11, 2010

/s/ Randall L. Seaver

Randall L. Seaver, Trustee

418338.2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

BKY No. 09-50779

In re:

Dennis E. Hecker,

Debtor.

Randall L. Seaver, Trustee,

ADV No. 10-5003

Plaintiff,

vs.

Dennis E. Hecker,

Defendant.

**SETTLEMENT AGREEMENT
BETWEEN
RANDALL L. SEAVER AS TRUSTEE ("TRUSTEE") OF THE ESTATE
DENNIS E. HECKER ("ESTATE") AND
DENNIS E. HECKER ("DEBTOR")**

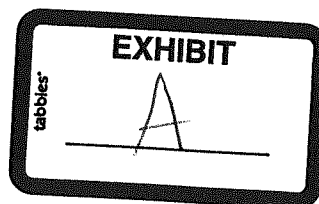
WHEREAS, Randall L. Seaver is the duly appointed Chapter 7 trustee in the above case, which was commenced by the filing of a voluntary Chapter 7 petition on June 4, 2009; and

WHEREAS, the time for the trustee to file a complaint under 11 U.S.C. §727 was extended, by Stipulation and court order, to January 15, 2010; and

WHEREAS, on January 13, 2010, the trustee filed a complaint commencing ADV No. 10-5003 ("§727 complaint") objecting to the debtor's discharge; and

WHEREAS, by Stipulation and court order, the time for the debtor to respond to the §727 complaint was extended through March 15, 2010; and

WHEREAS, on February 24, 2010, the trustee filed an amended complaint in ADV No. 10-5003 which, in addition to seeking a denial of the debtor's discharge, sought an order requiring the debtor to turnover watches to the trustee; and



WHEREAS, the trustee obtained a judgment in ADV No. 10-5004 against Christi Rowan which judgment, among other things, provided for recovery and turnover of a Harrison dog to the trustee; and

WHEREAS, the trustee and the debtor desire to settle ADV No. 10-5003 without further cost or expense to either party.

NOW, THEREFORE, it is hereby agreed as follows:

1. The debtor consents to entry of an order denying his discharge in the form attached hereto as Exhibit A.
2. The portion of the amended complaint seeking turnover of watches will be dismissed without prejudice.
3. The trustee will transfer to Christi Rowan all of the estate's interest in the Harrison dog.
4. In the event that this Agreement is not approved by the Bankruptcy Court, nothing contained herein shall constitute an admission by any party hereto, nor shall anything contained herein constitute a waiver of any claims or issues by any of the parties hereto.
5. This Agreement constitutes the whole and complete agreement between the parties. No modifications of the terms of this Agreement shall be effective unless made in writing and signed by the party against whom such modification should run. This Agreement supersedes all prior agreements and understandings between the parties.
6. This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota without reference to principles of conflicts of law except to the extent that Federal Bankruptcy law preempts Minnesota State law.
7. This Agreement may be executed in counterparts, but shall be construed as if signed in one document.
8. Each party received independent legal advice from its attorneys with respect to the advisability of making this settlement provided for herein and with respect to the advisability of making this Agreement.
9. The parties to this Agreement have jointly participated in the drafting of this Agreement and therefore if there should be any dispute as to the meaning of any part of this Agreement, the parties hereto agree that all of the parties hereto shall be considered to have drafted such language so that the court does not construe or interpret the language against any of the parties hereto.

10. Each party acknowledges that such party has read this Agreement and understands the contents hereof.

11. Each party shall execute all further additional documents which are reasonably necessary to carry out the provisions of this Agreement.

12. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective assigns, heirs and successors-in-interest.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed.


**LEONARD, O'BRIEN
SPENCER, GALE & SAYRE, LTD.**

Dated: March 8, 2010

/s/ Matthew R. Burton
By _____
Matthew R. Burton, #210018
Attorneys for Plaintiff
100 South Fifth Street, Suite 2500
Minneapolis, Minnesota 55402-1234
(612) 332-1030

SKOLNICK & SHIFF, P.A.

Dated: March 9, 2010

By 
William R. Skolnick, #137182
527 Marquette Avenue
Suite 2100
Minneapolis, MN 55402
(612) 677-7600
Attorneys for Defendant

418091

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

BKY Case No.: 09-50779

In re:

Chapter 7

Dennis E. Hecker,

Debtor.

ORDER DENYING DISCHARGE

Pursuant to the settlement agreement of the parties,

IT IS ORDERED that the discharge of the debtor is denied.

Dated: _____

418067

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY No. 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

MEMORANDUM IN SUPPORT OF MOTION FOR ORDER APPROVING SETTLEMENT

FACTUAL AND PROCEDURAL BACKGROUND

Randall L. Seaver is the duly appointed Chapter 7 trustee in the above case, which was commenced by the filing of a voluntary Chapter 7 petition on June 4, 2009.

The time for the trustee to file a complaint under 11 U.S.C. §727 was extended, by stipulation and court order, to January 15, 2010. On January 13, 2010, the trustee filed a complaint commencing ADV No. 10-5003 ("**§727 complaint**") objecting to the debtor's discharge. By Stipulation and Court order, the time for the debtor to respond to the §727 complaint was extended through March 15, 2010. On February 24, 2010, the trustee filed an amended complaint in ADV No. 10-5003 which, in addition to seeking a denial of the debtor's discharge, sought an order requiring the debtor to turnover watches to the trustee.

The trustee has obtained a judgment in ADV No. 10-5004 against Christi Rowan which judgment, among other things, provided for recovery and turnover of a Harrison dog to the trustee.

The trustee and the debtor desire to settle ADV No. 10-5003 without further cost or expense to either party.

ARGUMENT

This Court should approve the Settlement Agreement because it is in the best interests of the estate.

The Court may approve a compromise or settlement following a hearing upon notice to creditors. Bankruptcy Rule 9019(a). A settlement should be approved if the settlement is in the best interests of the estate. *In re Energy Cooperative, Inc.*, 886 F.2d 921, 927 (7th Cir. 1989).

A bankruptcy court must consider the following factors (the "**Drexel Factors**") when deciding whether to approve a proposed compromise:

1. the probability of success in the litigation;
2. the difficulties in collection of any litigated judgment;
3. the complexity of the litigation and expense, inconvenience, and delay necessarily attending it;
4. the paramount interests of creditors; and (in appropriate cases); and,
5. whether the conclusion of the litigation promotes the integrity of the judicial system.

Drexel v. Loomis, 35 F.2d 800, 806 (8th Cir. 1929); *In re Hancock-Nelson Mercantile Co., Inc.*, 95 B.R. 982, 990 (Bankr. D. Minn. 1989); *In re Hanson Industries, Inc.*, 88 B.R. 942, 946 (Bankr. D. Minn. 1988); *In re Lakeland Dev. Corp.*, 48 B.R. 85, 89-90 (Bankr. D. Minn. 1985). The paramount consideration for the court is the interest of the estate's creditors. *In re Hancock-Nelson*, 95 B.R. at 990.

In agreeing to settlement with the Defendant, the Trustee took into consideration all of the *Drexel* factors, as indicated by the following discussion.

1. Probability of success.

The trustee believed that he would be successful in the discharge litigation.

2. Difficulty in collection.

Because this is a settlement of the discharge component of the complaint, this factor is not relevant.

3. Complexity, expense and litigation delay.

The trustee believes that he would prevail on the discharge component of the case on a summary judgment motion, and the trustee had begun preparation of the motion and supporting documents. However, the estate would have incurred significant additional expense in pursuing the motion and there is no guaranty that the trustee would have prevailed on summary judgment. If he had not prevailed on summary judgment, a trial would have been necessary which would have caused a substantial expense to the estate and substantial delay.

As a part of the settlement, the trustee has agreed to transfer the estate's interest in the Harrison dog to Christi Rowan. The original purchase price of the Harrison dog in the spring of 2009 was in excess of \$30,000. However, after the trustee discovered the purchase of the dog, he discussed, with the individual who sold the dog, how much that individual would be willing to pay to repurchase the dog. The trustee was advised that he might pay \$5,000 to repurchase the dog, but, until he had personally viewed and interacted with the dog, he was not sure that he would pay anything. Accordingly, the trustee believes that the value of the dog is, possibly, \$5,000. The costs of administering the dog would not, in the trustee's opinion, be an economically justified endeavor. Further, parting with an interest in the dog is a worthwhile exchange for denial of debtor's discharge.

4. Paramount interests of creditors.

The paramount interests of creditors are served by this settlement. As a result of the settlement, the debtor's discharge will be denied and all creditors will retain their claims against

the debtor. In addition to the settlement preserving the rights of those creditors, the settlement saves those creditors, who commenced actions under 11 U.S.C. §523, substantial amounts of money that they would have had to pay in attorney's fees and expenses to proceed with their actions.

5. Integrity of the judicial system.

The trustee believes this settlement promotes the integrity of the system. Loss of a discharge is a substantial consequence for any debtor and, in particular, for this debtor who is subject to very large creditor claims.

CONCLUSION

The terms of the settlement agreement, when considered in light of the *Drexel* Factors, constitute a very acceptable resolution of the trustee's §727 claim. For those reasons the trustee believes that the settlement agreement should be approved.

**LEONARD, O'BRIEN, SPENCER,
GALE & SAYRE, LTD.**

/e/ Matthew R. Burton

Dated: March 12, 2010

By: _____
Matthew R. Burton
100 South Fifth Street, Suite 2500
Minneapolis, MN 55402
(612) 332-1030

Attorneys for Randall L. Seaver, Trustee

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY No. 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

UNSWORN CERTIFICATE OF SERVICE

I hereby certify that on March 12, 2010, I caused the following documents:

Notice of Motion and Motion for Order Approving Settlement Agreement, Memorandum in Support of Motion for Order Approving Settlement and Order (proposed)

to be filed electronically with the Clerk of Court through ECF, and that the above documents will be delivered by automatic e-mail notification pursuant to ECF and this constitutes service or notice pursuant to Local Rule 9006-1(a).

I further certify that I caused a copy of the foregoing documents to be mailed by first-class mail, postage paid, to the following:

SEE ATTACHED SERVICE LIST

Dated: March 12, 2010

/e/ Stephanie Wood

Stephanie Wood
100 South Fifth Street, Suite 2500
Minneapolis, MN 55402
(612) 332-1030

UNITED STATES RENT A CAR
4744 PARADISE ROAD
LAS VEGAS,, NV 89121

ACE INSURANCE COMPANY
P.O. BOX 294836
CLEVELAND OH 44101

ALDRIDGE, DAN
1600 KENWOOD PKWY.
MINNEAPOLIS MN 55405

ALLEN EIDE
3221 32ND AVENUE SOUTH
SUITE 900
GRAND FORKS ND 58201

AMERICAN BANK
1060 DAKOTA DRIVE
MENDOTA HEIGHTS MN 55120

AMERICAN EXPRESS
P. O. BOX 0001
LOS ANGELES CA 90096

AMERICAN NAT'L BANK OF MN
7638 WOIDA RD
BAXTER MN 56425

ANCHOR BANK
1570 CONCORDIA AVE
SAINT PAUL MN 55104

ANCHOR BANK
P.O. BOX 7933
MADISON WI 53707

AV CARD/OASIS
164 LAKE FRONT DR
COCKEYSVILLE MD 21030

AXIS CAPITAL, INC.
308 N LOCUST ST
PO BOX 2555
GRAND ISLAND NE 68802

AXLE CAPITAL, LLC / SAGECREST
3 PICKWICK PLAZA
GREENWICH CT 06830

AMERICAN BANK
1578 UNIVERSITY AVENUE W
SAINT PAUL, MN 55104

AMERICAN EXPRESS BANK FSB
C/O BECKET AND LEE LLP
PO BOX 3001
MALVERN PA 19355-0701

BARBARA LYNN CUTTER
2350 S BEVERLY GLEN BLVD #5
W LOS ANGELES CA 90064

BAYPORT MARINA ASSOCIATION
200 5TH STREET
BAYPORT MN 55003

BELISLE, WAYNE
1843 EAGLE RIDGE DR
SAINT PAUL MN 55118

BELLAGIO
3600 LAS VEGAS BLVD
LAS VEGAS NV 89109

BREICH, WALTER
13670 -- 122ND STREET
NORWOOD YOUNG AMERICA MN
55368

BREMER BANK
633 SOUTH CONCORD STREET,
SUITE 350
SOUTH ST. PAUL MN 55075

BRIGGS & MORGAN PA
2200 IDS CENTER
80 SOUTH EIGHTH STREET
MINNEAPOLIS MN 55402

C AND C BOAT WORKS
36448 CTY RD 66
CROSSLAKE MN 56442

CA BOARD OF EQUALIZATION
PO BOX 942879
SACRAMENTO CA 94279-7072

CA DEPT OF MOTOR VEHICLES
PO BOX 942869
SACRAMENTO CA 94269-0001

CARLTON FINANCIAL
CORPORATION
1907 E. WAYZATA BLVD. SUITE 180
WAYZATA MN 55391

CENTER POINT ENERGY
P.O. BOX 1144
MINNEAPOLIS MN 55440

CESSNA AIRCRAFT COMPANY
P.O. BOX 12270
WICHITA KS 67277

CHRYSLER FINANCIAL
CIMS 740-01-19
6400 S FIDDLERS GREEN CIR.,
STE. 700
ENGLEWOOD CO 80111-4979

CITY OF ASPEN
130 S. GALENA ST.
ASPEN CO 81611

CITY OF BAYPORT
294 N. 3RD STREET
BAYPORT MN 55003

CITY OF MEDINA
2052 CO RD 24
HAMEL MN 55340

COMMUNITY NATIONAL BANK
845 EAST COUNTY ROAD E
VADNAIS HEIGHTS MN 55127

D&H DOCKS
23624 SMILEY ROAD
NISSWA, MN 56468

COOPERATIVE POWER
P.O. BOX 69
TWO HARBORS MN 55616

CORNERSTONE BANK
2627 SOUTH UNIVERSITY
FARGO ND 58103

CROSSLAKE PROPERTY
SOLUTIONS
P.O. BOX 810
CROSSLAKE MN 56442

CROW WING COUNTY
TREASURER
JUDICIAL CENTER
213 LAUREL ST
BRainerd MN 56401

DEERWOOD BANK
611 WASHINGTON STREET NE
BRainerd MN 56401-3377

DON GILBERT
1700 PHEASANT RUN
HUDSON WI 54016

DONALD M HALSTEAD III
15626 SUNSET WAY
BRainerd MN 56401

ELIZABETH A JOHNSON
PO BOX 624
PINE RIVER MN 56474

ENCORE BANK
3003 TAMiami TRAIL NORTH, #100
NAPLES FL 34103

EXXONMOBILE OIL
CORPORATION
ATTN JENNIFER FRASER
120 MCDONALD STREET SUITE B
SAINT JOHN NB CANADA E2J 1M5

FAMILY HOLDINGS OF MN LLC
11614 ECHO BAY DRIVE
CROSSLAKE MN 56442

FIFTH THIRD BANK
C/O RICHARD J. SWIFT, JR.
GARLICK STETLER & SKRIVIAN
9115 CORSEA DE FONTANA WAY,
#100
NAPLES FL 34109

GE CAPITAL
1415 WEST 22ND STREET, SUITE
600
OAKBROOK IL 60523

GE CAPITAL, FLEET SERVICES
3 CAPITAL DRIVE
EDEN PRAIRIE MN 55344

GELCO CORPORATION
THREE CAPITAL DRIVE
ATTN: GENERAL COUNSEL
EDEN PRAIRIE MN 55344

GEMB LENDING INC
2995 RED HILL AVE STE 250
COSTA MESA CA 92626

GEMB LENDING, INC.
P.O. BOX 57091
IRVINE CA 92619

GMAC MORTGAGE
1100 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034

GMAC MORTGAGE
P.O. BOX 4622
WATERLOO IA 50704

GMAC, LLC
15303 94TH AVENUE
ORLAND PARK IL 60462

GWYN M DOENZ
10600 COUNTRY DRIVE
PINE CITY MN 55063

HECKER, SANDRA
13755 - 84TH PL N
MAPLE GROVE MN 55369

HENNEPIN COUNTY TREASURER
300 S SIXTH ST
A600 GOVERNMENT CNT
MINNEAPOLIS MN 55487

HOLY CROSS ENERGY
3799 HWY 82
GLENWOOD SPRINGS CO 81602

HOME FEDERAL SAVINGS BANK
1016 CIVIC CENTER DR NW
STE 300
ROCHESTER MN 55903

HSBC BANK NEVADA NA
BASS & ASSOCIATES, PC
3936 E FT LOWELL RD, STE 200
TUCSON AZ 85712

HYUNDAI MOTOR AMERICA
10550 TALBERT AVE
MOUNTAIN VALLEY CA 92708

INTER BANK
P.O. BOX 986
NEWARK NJ 07184

IRS
DEPARTMENT OF TREASURY
OGDEN UT 84201

JASON S. COLBAUGH
PO BOX 1220
BRainerd MN 56401

JC BROMAC
11860 S. LA CIENEGA BLVD.
LOS ANGELES CA 90250

KAPLAN STRANGIS & KAPLAN PA
5500 WELLS FARGO CENTER
90 SOUTH 7TH STREET
MINNEAPOLIS MN 55402

KSTP-FM LLC
3415 UNIVERSITY AVE
SAINT PAUL MN 55114

LUBIC, MICHAEL, ESQ.
601 S FIGUEROA ST
STE 2500
LOS ANGELES CA 90017-5704

MARC D. KOHL
39101 DARLING LANE
HINCKLEY MN 55037

MARSHALL BANK FIRST
225 SOUTH SIXTH STREET, SUITE
2900
MINNEAPOLIS MN 55402

MIKDEN PROPERTIES
7002 6TH STREET NORTH
OAKDALE MN 55128

INTERBANK EDINA
3400 WEST 66TH STREET, SUITE
100
EDINA MN 55435

JACOB HOLDINGS OF MEDINA,
LLC
500 FORD RD
MINNEAPOLIS MN 55426

JAVAN CARL
13942 GRAND OAKS DR
BAXTER MN 56425

JOHN J. SORCI TRUST
2300 EAST VALLEY COURT
SAN JOSE CA 95148

KELLY K. HECKER
13905 - 53RD AVE N. APT. 1
PLYMOUTH MN 55446

LAKE BANK, N.A., THE
613 FIRST AVENUE
TWO HARBORS MN 55616

M&I BANK
770 N. WATER STREET
MILWAUKEE WI 53202

MARC E TRESSLER
3400 BARBARA LN
BURNSVILLE MN 55337

MCENROE, CATHERINE
LEONARD STREET & DEINARD
150 S FIFTH ST STE 2300
MINNEAPOLIS MN 55402

MINNESOTA DEPT. OF REVENUE
MAIL STATION 7701
SAINT PAUL MN 55146-7701

INTERNAL REVENUE SERVICE
SPECIAL PROCEDURES BRANCH
389 US COURTHOUSE 316 N
ROBERT
ST. PAUL MN 55101

JACOB PROPERTIES OF ASPEN,
LLC
500 FORD RD
MINNEAPOLIS MN 55426

JAVER ESQUIVEL
2807 W AVE 30
LOS ANGELES CA 90065

JP MORGAN CHASE BANK, N.A.
726 MADISON AVENUE
NEW YORK NY 10021

KLEINBANK
14141 GLENDALE ROAD
SAVAGE MN 55378

LLOYD SECURITY
1097 10TH SE
MINNEAPOLIS MN 55414

MAC OF PINE CITY, LLC
3221 32ND AVENUE SOUTH
SUITE 900
GRAND FORKS ND 58201

MARSH CONSUMER
333 SOUTH SEVENTH, STE 1600
MINNEAPOLIS MN 55402-2427

MICHAEL REYES
PO BOX 205
BACKUS MN 56435

MINNESOTA DEPT. OF REVENUE
PO BOX 64649
SAINT PAUL MN 55164-0649

MN DEPT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES
445 MINNESOTA ST
SAINT PAUL MN 55101-5160

NATHAN THIEMAN
1030 8TH AVE SW
PINE CITY MN 55063

NEIMAN MARCUS
P.O. BOX 5235
CAROL STREAM IL 60197

NEVADA STATE BANK
6505 NORTH BUFFALO DRIVE
LAS VEGAS NV 89131

NIEDERNHOEFER, MANFRED
1563 RIVERCREST RD
LAKELAND MN 55043

NITROGREEN
P.O. BOX 41
MAPLE PLAINE MN 55359

NORTHMARQ CAPITAL
3500 AMERICAN BLVD WEST,
SUITE 500
BLOOMINGTON MN 55431

NORTHRIDGE FARM
ASSOCIATION
P.O. BOX 767
WAYZATA MN 55391

NORTHWOODS BANK
PO BOX 112
PARK RAPIDS MN 56470

OLD REPUBLIC SURETY
1503 - 42ND ST
STE 100
DES MOINES IA 50305

PRALLE, GARY
3625 PINE HOLLOW PL
STILLWATER MN 55082

PREMIER AQUARIUM
6340 IRVING AVE S.
RICHFIELD MN 55423

PREMIER BANKS
1875 W. HIGHWAY 36
ROSEVILLE MN 55113

PRESS A DENT INC
1154 S HIGH ST
DENVER CO 80210

PRINDLE, DECKER & AMARO, LLP
310 GOLDR SHORE - 4TH FLOOR
LONG BEACH CA 90802

PROFESSIONAL SERVICE
BUREAU
11110 INDUSTRIAL CIRCLE NW
STE B
ELK RIVER MN 55330-0331

MICHAEL W. MALTER
BINDER & MALTER LLP
2775 PARK AVENUE
SANTA CLARA, CA 95050

R. OLSON / WATERFORD
PROPERTIES
73 N. BROADWAY
FARGO ND 58102

RANDY'S SANITATION
P.O. BOX 169
DELANO MN 55328

RIVERLAND BANCORPORATION
700 SEVILLE DRIVE
JORDAN MN 55352

RIVERWOOD BANK
LOAN PRODUCTION OFFICE
PO BOX 899
CROSSLAKE MN 56442

ROE, JESSICA LIPSKY, ESQ.
BERNICK LIFSON ET AL
500 WAYZATA BLVD STE 1200
MINNEAPOLIS MN 55416

ROYAL JEWELERS
73 BROADWAY
FARGO, ND 58102

RUTH ANN BIEDERMAN
414 7TH AVE NE
PINE CITY MN 55063

SCHUYLER SCARBOROUGH
19181 SPENCER ROAD UNIT #15
BRAINERD MN 56401

SCOTT A. KEYPORT
1802 AIRWAVES RD NE
PINE CITY MN 55063

SILVER CLIFF ASSOCIATION
1201 CEDAR LAKE RD S.
MINNEAPOLIS MN 55416

SOURCE GAS
P.O. BOX 660474
DALLAS TX 75266

ST. CROIX YACHT CLUB
P.O. BOX 2263
STILLWATER MN 55082

STATE OF MINNESOTA DEPT OF
REVENUE
600 NORTH ROBERT STREET
ST. PAUL MN 55101

STORCHECK CLEANERS
857 7TH STREET
ST. PAUL MN 55106

SUMMERS PROPERTY
MANAGEMENT
111K AABC
ASPEN CO 81611

TCF NATIONAL BANK
801 MARQUETTE AVENUE
MINNEAPOLIS MN 55402

TCHIDA, BRYANT D., ESQ.
LEONARD STREET & DEINARD
150 S 5TH ST STE 2300
MINNEAPOLIS MN 55402

THE MIRAGE CASINO-HOTEL
C/O MARK W. RUSSELL ESQ
3400 LAS VEGAS BLVD S
LAS VEGAS NV 89109

TOYOTA FINANCIAL SAVINGS
BANK
2485 VILLAGE VIEW DRIVE
SUITE 200
HENDERSON NV 89074

TOYOTA FINANCIAL SERVICES
301 CARLSON PKWY, STE. 210
MINNETONKA MN 55305

TOYOTA MOTOR CREDIT CORP
301 CARLSON PKWY STE 210
MINNETONKA MN 55305

U.S. BANK
BC-MN-H22A
800 NICOLLET MALL, 22ND
FLOOR
MINNEAPOLIS MN 55402

US BANK VISA CARD
P.O. BOX 790408
ST. LOUIS MO 63179

VENTURE BANK
5601 GREEN VALLEY DRIVE
SUITE 120
BLOOMINGTON MN 55437

VFS FINANCING, INC.
10 RIVERVIEW DR
ATTN BETH BONELL
DANBURY CT 06810

VICTORIA INSURANCE
1100 LOCUST STREET
DES MOINES IA 50391

VISION BANK
3000 25TH ST. SOUTH
P.O. BOX 10008
FARGO ND 58106

WAGENER, MAURICE J.
13700 WAYZATA BLVD
HOPKINS MN 55305

WASHINGTON COUNTY
TREASURER
GOVERNMENT CENTER
14949 - 62ND ST N
STILLWATER MN 55082

WASHINGTON MUTUAL BANK,
FA
400 E MAIN ST
STOCKTON CA 95290

WASTE PARTNERS
P.O. BOX 677
PINE RIVER MN 56474-0677

WATERFORD ASSOCIATION
P.O. BOX 1353
MINNEAPOLIS MN 55480-1353

WAYNE BELISLE
1843 EAGLE RIDGE
MENDOTA HEIGHTS MN 55118

WELLS FARGO
C/O DAVID GALLE
45 SOUTH SEVENTH ST, STE 3300
MINNEAPOLIS MN 55402

WELLS FARGO BANK N.A.
LOAN ADJUSTMENT GROUP
90 SOUTH 7TH STREET
MINNEAPOLIS MN 55402

WELLS FEDERAL BANK
53 FIRST ST. SW
WELLS MN 56097

WI DEPT OF TRANSPORTATION
PO BOX 7949
MADISON WI 53707

WILLIAM BRODY
BUCHALTERNEMER
1000 WILSHIRE BLVD, STE 1500
LOS ANGELES CA 90017-2457

WORLD OMNI FINANCIAL CORP.
190 JIM MORAN BOULEVARD
DEERFIELD BEACH FL 33442

ZAPPIA, THOMAS M., ESQ.
ZAPPIA & LEVAHN
941 HILLWIND RD NE STE 301
MINNEAPOLIS MN 55432

CRAIG E REIMER
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

DENNIS E. HECKER
PO BOX 1017
CROSSLAKE, MN 56442

HOWARD J ROIN
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

MARIA ROMANO
4744 PARADISE ROAD
LAS VEGAS, NV 89121

SAJIDA MAHDI ALI
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

STUART ROZEN
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

MICHAEL B. LUBIC
SONNENSCHN EINH NATH &
ROSENTHAL LLP
601 S FIGUEROA ST STE 2500
LOS ANGELES, CA 90017-5704

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY No. 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

ORDER

The above matter came before the court on the trustee's motion for approval of a settlement agreement. Based upon the files, records and proceedings herein,

IT IS ORDERED AS FOLLOWS:

1. The trustee's settlement agreement with Dennis E. Hecker is approved and Debtor's discharge shall be denied.
2. The trustee is authorized to sign such documents as are necessary to implement the terms of the settlement agreement.

Dated:
